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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
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11 NICHOLAS STEPHENS

12 Plaintiff,

13 v.

14 UNITED PARCEL SERVICE, INC.;
15 LIBERTY MUTUAL INSURANCE
COMPANY, INC.

16 Defendants.
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Case No.: 4:23-cv-06081-DMR

**[PROPOSED] ORDER GRANTING
DEFENDANT’S MOTION TO
DISMISS PLAINTIFF UNITY
BEDDINGFIELD’S COMPLAINT**

Hearing Date: January 11, 2024

Hearing Time: 1:00 p.m.

Dept.: 4

Judge: Hon. Donna M. Ryu

Complaint Filed: October 16, 2023

Trial Date: Not Yet Set

21 This matter came before the Court on Defendant United Parcel Service, Inc.’s
22 (“Defendant”) Motion to Dismiss Plaintiff Nicholas Stephens’ (“Plaintiff”) Complaint.

23 The Court, having fully considered the papers, evidence, and argument presented
24 by the parties’ counsel, HEREBY FINDS AND ORDERS as follows:

25 Defendant’s Motion is GRANTED, and the Court HEREBY DISMISSES
26 Plaintiff’s Complaint WITH PREJUDICE and WITHOUT LEAVE TO AMEND, for
27 the following reasons:

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1 1. Plaintiff's only cause of action for negligence fails because Plaintiff has
2 not alleged sufficient facts to state a claim under Fed. Rule Civ. Proc. 12(b)(6).

3 2. Plaintiff's only cause of action for negligence fails because Plaintiff's
4 claim is barred by the workers' compensation exclusivity doctrine.

5 3. Plaintiff's only cause of action for negligence fails because Plaintiff's
6 claim is preempted by Section 301 of the Labor Management Relations Act.

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8 **IT IS HEREBY ORDERED AND ADJUDGED.**

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10 Date: _____

By: _____
Hon. Donna M. Ryu